

**RENEWAL TO AND AMENDMENT OF THE INTERLOCAL COOPERATION
AGREEMENT FOR FIRE PROTECTION SERVICE FOR FISCAL YEAR 2010
(Renewal and Amendment)**

This Renewal to and Amendment of the “Interlocal Agreement for Fire Protection Service” is entered into by and between the City of Austin, a Texas home rule municipality (Austin) and the City of Sunset Valley, a Texas general law municipality (Sunset Valley).

Recitals

Austin and Sunset Valley, referred to below as the Parties, entered into the Interlocal Agreement for Fire Protection Service (Agreement) for an initial term that began October 1, 2008, and terminated on September 30, 2009, which is attached as Exhibit 1.

This Agreement allows the Parties to amend the Agreement in writing and renew the Agreement for up to five additional terms, subject to written approval of the Parties prior to each renewal.

NOW THEREFORE, in consideration of the mutual benefits to be received, the Parties agree as follows:

Agreement

1.0 RENEWAL TERM.

The parties agree that Section I. Term shall read as follows:

I. Term

The term of this Agreement is one year, beginning on October 1, 2009 and continuing through September 30, 2010. Following this initial term, the Agreement shall automatically renew each October 1st for a total of four additional annual terms (Renewal Terms).

2.0 AGREEMENT CONSIDERATION.

The Parties agree that Agreement Section V Consideration shall read as follows:

V. Consideration

In consideration of the services provided under this Agreement, Sunset Valley shall pay Austin \$455,000.00 for Fiscal Year 2008-2009, and \$400,000.00 for Fiscal Year 2009-2010.

For services provided under this Agreement for all the subsequent Renewal Terms, consideration due to Austin will be determined by multiplying the current fiscal year assessed valuation of Sunset Valley and the Sunset Valley's extra-territorial jurisdiction (ETJ) by the Fire Protection Tax Rate. The Fire Protection Tax Rate will be determined each year by dividing the current fiscal year Austin Fire Department amended budget, as approved by the Austin City Council, by the combined assessed valuations of Austin and Sunset Valley and Sunset Valley's ETJ, as calculated by the Travis County Appraisal District.

Sunset Valley shall pay Austin the full amount due in one installment by September 1st of each year.

3.0 TERMINATION

The Parties agree that Agreement Section XI. Termination, subsection C shall read as follows:

C. Payment if Termination Prior to Expiration.

If this Agreement is terminated for any reason prior to expiration at any time, Sunset Valley shall pay Austin for services rendered through the termination date, which is the prorated amount for the specific service period and the prorated difference between the consideration amounts calculated under the formula in the agreement and the \$455,000.00 and \$400,000.00 payment amounts for the FY 08/09 and FY 09/10 service periods.

4.0 INCORPORATION

4.1 Austin and Sunset Valley hereby incorporate this Renewal and Amendment into the Agreement, as previously amended, and ratify all terms and conditions of the Agreement that are not amended above. Austin and Sunset Valley agree that the Agreement as previously amended and as amended above, constitutes the entire agreement between the Parties with regard to fire fighting services and first responder medical services and supersedes any prior understanding or written or oral agreements or representations between the Parties.

5.0 EFFECTIVE DATE

The Parties agree that this Renewal and Amendment shall be effective on October 1, 2009, following signature by an authorized representative of each Party.

CITY OF SUNSET VALLEY

CITY OF AUSTIN

By _____

By _____

Title _____

Title _____

Date _____

Date _____